

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

| | |
|--|---|
| 1. Name and address of registrant Powell, Goldstein, Frazer & Murphy 1001 Pennsylvania Ave., NW Ste. 600S, Wash D.C. 20004 | 2. Registration No. 3274 |
| 3. Name of foreign principal The Government of Hong Kong | 4. Principal address of foreign principal 1150 18th St., NW Ste. 475 Washington, D.C. 20036 |

5. Indicate whether your foreign principal is one of the following type:

☒ Foreign government

☐ Foreign political party

☐ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

Hong Kong Economic and Trade Office; Peter Lo, Minister

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

N/A

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

N/A

b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐
- Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐
- Financed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐
- Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

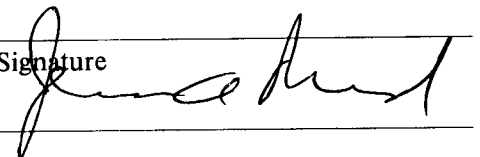
Date of Exhibit A

4/27/93

Name and Title

Jerome A. Breed
Managing Partner

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

| Name of Registrant | Name of Foreign Principal |
|------------------------------------|-----------------------------|
| Powell, Goldstein, Frazer & Murphy | The Government of Hong Kong |

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

- Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will provide the Government of Hong Kong with legal advice regarding U.S. legislative and Executive Branch actions which may affect trade with Hong Kong and assist representatives of the Government of Hong Kong in expressing their views on these trade issues to U.S. government officials.

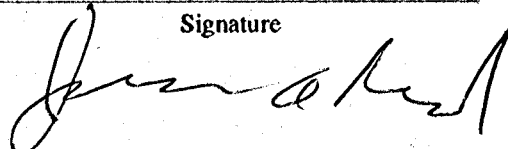
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant will monitor U.S. legislative and Executive Branch actions which may affect trade with Hong Kong. The registrant will also provide assistance in explaining to U.S. government officials, through personal communications and in-person discussions, the impact of proposed U.S. government actions on trade with Hong Kong.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant will provide assistance in explaining to U.S. government officials the impact of proposed U.S. government actions which may affect trade with Hong Kong.

| Date of Exhibit B | Name and Title | Signature |
|-------------------|-------------------------------------|---|
| 4/27/93 | Jerome A. Breed Managing Partner |  |

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

The Hong Kong Government

and

Powell, Goldstein, Frazer & Murphy

Consultancy Agreement

RECEIVED
OFFICE OF JUSTICE
CRIMINAL DIVISION
APR 27 1998
INTERNAL SECURITY
SECTION
REGISTRATION UNIT

CONSULTANCY AGREEMENT

DATED 16 April 1993

PARTIES

1. The Government of Hong Kong ("the Government");
2. Powell, Goldstein, Frazer & Murphy, a law firm under the laws of the United States of America and having its office in Sixth Floor, 1001 Pennsylvania Avenue, N.W., Washington D.C. 20004, USA ("the Consultant").

RECITALS

- (A) The Government is seeking the services of a consultant in order to protect and promote the interests of the Government in the area of Hong Kong's commercial relations with the United States of America (USA). The consultant will be required to render support, advice, conduct research and analysis on the trade between Hong Kong and the USA.
- (B) The Government has selected the Consultant to act as consultant in order to protect and promote the interests of the Government in the area of Hong Kong's commercial relations with the USA. The Consultant will render support and conduct research and analysis and prepare on Hong Kong's behalf petitions and other representations that the Government may decide to submit to the Government of USA. The Consultant will also offer general advice and information on matters pertaining to the trade between Hong Kong and the USA and other related issues.

- (C) The Consultant is ready and willing to act as consultant as aforesaid subject to and in accordance with the provisions hereinafter set forth.

PROVISIONS

1. Interpretation

- 1.1 In this Agreement, the following words and expressions shall have the meaning hereby assigned to them except when the context otherwise requires:

"Commencement Date" means 1st April 1993;

"Completion Date" means 31st March 1994;

"Consultancy Fee" means the aggregate of:

(i) professional charges under this Agreement; and

(ii) out-of-pocket expenses including travel expenses in the USA and other disbursements properly incurred by the Consultant in the performance of its duties under this Agreement;

"Consultancy Services" means the taking care of the interests of the Government in the area of Hong Kong's commercial relations with the USA; these will include but will not be limited to providing advice, support and

assistance in connection with:

- a) providing appropriate prior warning, research, analysis, general and technical data, assistance in discussion and advice on the following:
 - (i) bilateral economic relations between Hong Kong and the USA including such matters as bilateral negotiation and consultations, and trade issues of particular or general interest, including matters relating to the bilateral textile trade agreement between Hong Kong and the USA;
 - (ii) trade policy, measures, administrative practices, and legislative proposals of the USA which may affect bilateral trade between Hong Kong and the USA with particular regard to trade in textiles and apparel;
 - (iii) customs legislation and administrative procedures of the USA including the collection and regular updating of US customs and court rulings and actions on product classification in particular those which affect or may affect the categorisation of textile and apparel under the Bilateral Textiles Agreement between Hong Kong and the

USA (1992-1995);

- (iv) the Arrangement Regarding International Trade in Textiles (Multi-Fibre Arrangement IV) and the Protocol Maintaining in Force the Agreement Regarding International Trade in Textiles done at Geneva on 13 July 1991 and its successor agreement or arrangement;
- (v) matters relating to the administration of the textile import programme by the Government of the USA including rules on country of origin, import licensing, quota auctioning and proposals for measures which might have restrictive effects on textiles and apparel trade;
- (vi) safeguard, anti-dumping and countervailing duty actions whether proposed or taken by the Government of the USA in relation to Hong Kong and/or other supplying countries and possible legislations in these areas;
- (vii) intellectual property, unfair trade practices and consumer protection actions whether proposed or taken by the USA in relation to Hong Kong and/or other supplying countries and possible legislations in these

areas;

- (viii) data research and technical analysis on non-textile matters including data and information on the operation of the Generalised System of Preferences (GSP).
 - (ix) developments in the Multilateral Trade Negotiations under the GATT and with particular emphasis on the implementation of consequential legislations by the USA;
 - (x) any other matters that directly or indirectly affect the economic and trade interests of Hong Kong.
- (b) provide consultancy service to the Government on matters relating to US trade relations with Hong Kong and US trade relations with other trading partners which may affect the interests of Hong Kong, including but not confined to North American Free Trade Agreement, Enterprise for the Americas Initiative and trade relations between the USA and China. This will include the following:
- i) to provide expert advice to the Government in the formulation of strategy to protect and promote Hong Kong's trade interests in response to legislative proposals in the US Congress and/or the US

Administrations' policy initiatives affecting Hong Kong, e.g. matters relating to China's MFN trading status;

ii) to work closely with Hong Kong allies in the USA to protect and promote Hong Kong's trade interests, e.g. ensuring unconditional renewal of China's MFN status;

iii) to provide legal, economic and policy analysis on Special 301, market access 301, Super 301, trade and textile bills, and similar US trade initiatives;

iv) to keep the Government informed of developments and to assist in coordination of action.

"Consulting Team" means the team of partners or servants of the Consultant providing the Consultancy Services pursuant to this Agreement;

"day" means any business day in the USA;

"dollar", "\$" means the United States dollar being the lawful currency of USA;

"Force Majeure" means the outbreak of war affecting Hong Kong or USA, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution, military or usurped power, the overthrow

whether by external or internal means of the Government, civil war, riot, civil disturbances, fire, Government action, civil commotion, acts of God, or any cause which is beyond the reasonable control of either party or any cause which prevents or adversely affects the performance of the Consultant's duties and obligations hereunder;

"person" means any individual, corporation, firm and any unincorporated body.

1.2 Words imparting the singular only include the plural and vice versa where the context requires.

1.3 The headings or notes in this Agreement are for ease of reference only and shall not limit or extend the interpretation of this Agreement.

1.4 Each gender includes the other where the context requires.

2. Appointment and Duration of Consultancy Services

2.1 The Government hereby appoints the Consultant as consultant to perform the Consultancy Services in accordance with the provisions hereof, commencing on the Commencement Date. The Consultant shall complete the Consultancy Services on the Completion Date.

2.2 This Agreement may be extended for a further term upon the mutual agreement of the parties hereto, on such terms and conditions to be negotiated between the Government and the Consultant.

3. Non Exclusion

- 3.1 The services provided by the Consultant hereunder shall not be exclusive. The Consultant shall use its best endeavours, however, not to undertake any other service or services which is, are or may be in conflict with the proper performance of its duties under this Agreement. In the event that a conflict of interest shall arise or it becomes apparent to the Consultant that a conflict of interest is likely to arise the Consultant shall immediately inform Government in writing and the provisions of Clauses 3.2 and 3.3 hereunder shall take effect.
- 3.2 In the event that the Government shall determine, at its sole discretion, that a conflict of interest exists or is likely to arise as a result of an existing or new consultancy or other service undertaken by the Consultant, the Government shall, at its option, be entitled immediately to terminate this Agreement and, in such case, the professional charges of the Consultant provided for in Clause 6 shall be calculated on a pro-rata basis payable with respect to the period up to the date of termination and, for the avoidance of doubt, the Consultant shall in this event, forthwith refund to the Government such part of the consultancy fees which have been paid by the Government for or in respect of the period after the termination date without any deduction, setoff or counterclaim.
- 3.3 The Consultant shall, at such time, deliver to Government all documents, data and other papers in relation to the Consultancy Services completed prior to the date of termination in an orderly professional manner.
- ### 4. Services provided by the Government

The Government shall have and perform the following powers and duties:-

4.1 Liaison services and advice to the Consultant

The Hong Kong Economic and Trade Office, British Embassy in Washington, D.C. in the USA ("the Washington Office") and (if appropriate under the circumstances) the various concerned departments of the Government shall provide such liaison services, advice, guidance and assistance to the Consultant in relation to the exercise of the Consultant's functions and duties under this Agreement. Meetings shall be held between members of the Washington Office (and/or representatives of the various concerned departments of the Government if appropriate) and the leader and other members of the Consulting Team at such times as shall be determined by the Government. The Consultant shall advise and assist the Washington Office (and the various concerned departments of the Government if requested by the same) on all matters relating to the duties it has assumed under this Agreement on a regular basis and at such other times as shall be requested by the Government.

4.2 Staff and Administration Support

The Government shall not provide any staff or administration support to the Consultant in the performance of its duties hereof.

5. Relationship of the parties

5.1 The Consultant enters into this Agreement with the Government as an independent contractor only and shall not represent itself as an employer, employee or servant of the Government.

- 5.2 Neither party hereto is the agent of the other nor shall anything herein be construed as in any way constituting a partnership between the parties hereto.
- 5.3 Neither party shall commit the other to any obligation whatsoever.
- 5.4 The provisions of Clause 5 or any part thereof shall not apply where prior written consent to waive the same has been given by the other party concerned.
- 5.5 Notwithstanding any other provision of the Agreement:
- (i) The terms "Consultant" and "Consultancy Services" are used in the Agreement for convenience only. The Government is engaging the Consultant, with respect to all of the Consultancy Services, as its attorney and counsel and Consultant accepts such engagement. Consultant shall be bound by the attorney-client relationship.
 - (ii) No provision of this Agreement shall be interpreted (a) as waiving the privileges or rights of the Government or Consultant arising from the attorney-client relationship, including the attorney-client and work product principles, or (b) as imposing upon the Consultant, or its partners or employees, any duty of obligation the performance of which is prohibited by or in conflict with the rules governing the practice of law by such attorneys.
 - (iii) All conflicts of interest as discussed herein are governed by the standards and procedures set forth in the rules governing the practice of law by the Consultant and its partners and employees. The

Government agrees that the Consultant will continue to provide information regarding trade policy to Consultant's other clients, but excluding information prepared exclusively for the Government or relating to confidential information.

- (iv) Consultant's legal services do not include representing the Government in any specific case or controversy involving U.S. trade law or regulations before (1) any Article I or Article III Court of the United States Government, (2) any State or local judicial court, or (3) any Federal, State, or local Executive branch agency or other administrative agency thereof.

6. Payment

- 6.1 Subject to the provisions of this Agreement, the Government shall pay to the Consultant a Consultancy Fee as compensation for the performance of its duties under this Agreement. The amount of the Consultancy Fee shall be three hundred and twenty thousand dollars (\$320,000) being the professional charges of the Consultant including any out-of-pocket expenses of the Consultant properly incurred in the carrying out of its duties under this Agreement.
- 6.2 Subject to the provisions of this Agreement, the three hundred and twenty thousand dollars (\$320,000) hereinbefore mentioned in Clause 6.1 shall be paid by the Government through the Washington Office to the Consultant by such method or methods as may be agreed (in writing) between the parties hereto. The payment shall be paid in four (4) instalments of eighty thousand dollars (\$80,000) each on 30th June 1993, 30th September 1993, 31st December 1993 and 31st March 1994.

- 6.3 The Consultancy Fee shall include any fees, costs and disbursements incurred by any subcontractors (if appointed) in the proper performance of this Agreement.
- 6.4 For the purposes of this Agreement, the out-of-pocket expenses hereinbefore referred to in Clause 6.1 include all costs, charges and disbursements properly incurred by the Consultant in the performance of its duties under this Agreement and shall only include the following expenditure:
- (i) travel expenses of the Consultant within the USA;
 - (ii) photocopy and other stationery charges and expenses;
 - (iii) expenses incurred in communication with the Government including the Washington Office. Such expenses shall include postage, telex, telephone, messenger and facsimile expenses;
 - (iv) any other necessary expenses incurred by the Consultant in the proper performance of its duties under this Agreement.
- 6.5 Subject to Clause 6.6, the Consultant shall not be entitled to any payment whatsoever other than the Consultancy Fee referred to in this Clause.
- 6.6 No major expenses such as international travel, major projects involving extensive research, or entertainment are envisioned under this Agreement. However, should the Consultant be requested to perform such activities, the request will be subject to discussion and agreement on a case by case basis. Subject to the agreement between the Government and the Consultant, the latter shall be separately compensated for expenses and professional fees. The payment of such additional compensation shall be conditional upon the additional services (if any) being properly performed and

these expenses being necessary under the circumstances.

7. Copyright

7.1 The Consultant shall not infringe the copyright or any other intellectual property rights of others in any publications or other material used or supplied by the Consultant during the course of the consultancy and shall indemnify and keep indemnified the Government against all actions, claims, demands, damages, costs, charges and expenses whatsoever which may arise out of or in consequence of any such infringement by Consultant.

7.2 The Consultant shall not be entitled to use any data, reports, documentation and other particulars or things prepared or received by it in the course of the Consultancy Services or disclose the contents thereof or any other information pertaining to the Consultancy Services in its possession to any person other than a person employed or engaged by the Consultant in carrying out this Agreement unless the Government's prior approval is obtained or, except as to information designated as confidential, unless such use is to carry out this Agreement.

8. Conduct of the Consultancy Services

The Consultant warrants that the Consultancy Services will be performed and completed in a professional manner and that the Consultant and other person employed or engaged by it shall use all proper and professional skill, care and diligence in the performance of the Consultancy Services and the discharge of all duties and obligations.

9. Confidentiality

The Consultant shall not without the prior written approval of the Government at any time either during the course of this Agreement or thereafter divulge to any third person information specified as confidential in connection with the Consultancy Services or otherwise relating to or concerning the Government. The Consultant shall use its best endeavours to ensure that all members of its staff comply with the requirements of this provision. This obligation shall not apply to information i) previously known to the Consultant as evidenced by its records; ii) subsequently otherwise acquired by the Consultant from a third party having an independent right to disclose the information; iii) which is now or later becomes publicly known through no fault of the Consultant; iv) which Consultant is required to disclose by law or order of a court of competent jurisdiction or government agency.

10. Assignment

The Consultant shall not give, bargain, sell, assign, or otherwise dispose of the Consultancy Services or any part thereof, any benefit therein, or any interest, right, benefit or obligation under this Agreement.

11. Sub-Contracting

11.1 The Consultant shall not subcontract the whole, a part or parts of the Consultancy Services to any person whatsoever save with the prior written consent of the Government.

11.2 The subcontracting of any part of the Consultancy Services pursuant to the provisions of Clause 11.1 shall not relieve the Consultant from any liability, duty or obligation under this Agreement and it shall be responsible for the acts, defaults and neglect of any subcontractor and its officers as if they were the acts, defaults or neglect of the Consultant.

12. Notices to the Consultant

- 12.1 Notices may be delivered or dispatched by mail, or may be telexed or sent by facsimile to the Consultant's address in Sixth Floor, 1001 Pennsylvania Avenue, N.W., Washington D.C. 20004, U.S.A., telex: 650-2510-330, facsimile: (202) 624-7222 or to such other address (and in the case of telex or facsimile to such telex or facsimile addresses) as the Consultant may have designated in writing to the Government.
- 12.2 Such notices shall be deemed to have been properly delivered or given hereunder and shall be effective on the date of delivery if delivered, telexed or sent by facsimile or, if dispatched by mail (whether registered or not), on the day on which the same shall have been tendered for delivery by the relevant postal authority in the U.S.A. or Hong Kong (depending on whether such notices are given by the Washington Office or the various concerned departments of the Government as the case may be).

13. Notices to the Government

- 13.1 Notices may be delivered or dispatched by mail or sent by facsimile to the Government's address at the Hong Kong Economic and Trade Office, British Embassy, 1150, 18th Street, N.W., Suite 475, Washington, D.C., 20036, U.S.A., facsimile: (202) 331-8958, or to such other address (and in the case of facsimile to such facsimile addresses) as the Government may have designated in writing to the Consultant.
- 13.2 Such notices shall be deemed to have been properly delivered or given hereunder and shall be effective on the date of delivery if delivered, or sent by facsimile or, if dispatched by mail (whether registered or not), on the day on which the same shall have been tendered for delivery by the postal

authority in the U.S.A.

14. Waiver

No failure by either party to exercise and no delay by either party in exercising any right or remedy available to it under this Agreement or in law or in equity shall operate as a waiver of such right or remedy; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof; nor shall any such failure to exercise, or delay in exercising, or single or partial exercise of any such right or remedy preclude the exercise of any other right or remedy; and the rights and remedies of each party herein contained shall be cumulative and not exclusive of any other rights or remedies provided by law or in equity.

15. Information

The Government shall furnish the Consultant with all or any available and/or pertinent information, knowledge and assistance as the Consultant may reasonably and properly require to enable it to perform its obligations hereunder.

16. Use of the Government's Name

The Consultant agrees not to use the Government's name in any publicity document, publication, advertisement or other publicity material save with the prior written consent of the Government.

17. Variations

Subject to the provisions of this Agreement, no waiver, cancellation, alteration or amendment of or to the provisions of this Agreement shall be valid unless made by written

instrument signed by authorised signatories of the Consultant and the Government.

18. Force Majeure

18.1 If either party of this Agreement should be prevented or delayed in the performance of this Agreement by Force Majeure, the party so prevented or delayed shall be excused from performance for so long as such cause of prevention or delay shall continue. The party affected by the prevention of the delay shall give notice to the other party as soon as possible of the occurrence of the Force Majeure event. Nothing herein is intended to remove the obligation of the Government to make payment for the Consultancy Services rendered up to the event of Force Majeure.

18.2 In the event of Force Majeure, the parties will diligently endeavour to achieve, as soon as possible, the normal pursuit of the Agreement and to regain the time lost. The completion date of the affected Consultancy Services shall be extended by the number of days delay actually caused by such event of Force Majeure unless a different extension shall be agreed between the parties. In all other respects the obligations of the parties hereunder shall be unaffected.

19. Termination

19.1 Either party may terminate this Agreement by notice in writing, delivered or dispatched by registered mail to the other party hereto, not less than thirty (30) days prior to the date upon which such termination becomes effective.

19.2 Breach of any condition contained in this Agreement by either party shall entitle the other party to terminate this

Agreement upon thirty (30) days' prior written notice.

- 19.3 The Government shall be entitled to terminate this Agreement forthwith if the Consultant shall go into liquidation or if a receiver has been appointed over any of its assets.
- 19.4 In the event of Mr. Stuart Eizenstat and/or Mr. Peter Suchman ceasing to be actively associated with the Consultant and/or being unable personally handle the issues contemplated under this Agreement, the Consultant will immediately inform the Hong Kong Government and this Agreement will be reviewed and may be terminated immediately by the Hong Kong Government at its sole discretion.
- 19.5 Upon termination of this Agreement, the Consultant shall deliver to the Government as soon as possible all documents, data and other papers in relation to the Consultancy Services completed up to that time. Such are to be delivered to the Government in an orderly and understandable manner. Payment to the Consultant will be adjusted to reflect the portion of the Consultancy Services completed prior to the termination of this Agreement. For the avoidance of doubt, it is agreed that the Consultant shall refund to the Government any amounts paid in respect of Consultancy Services which have not been performed at the date of termination.

20. Arbitration

- 20.1 If any dispute or difference shall arise between the parties hereto touching any matter or thing connected with this Agreement the same shall be referred, following written notice of the existence of the dispute or difference given by one party to the other, to a mutually agreed single arbitrator, sitting in Hong Kong, who shall arbitrate the dispute or differences in accordance with the provisions of the

Arbitration Ordinance of Hong Kong or any statutory modification or re-enactment thereof for the time being in force..

20.2 The award of the arbitrator shall be final and binding on both parties.

21. Invalidity of Provisions

If at any time any one or more provisions hereof shall be adjudged to be invalid or illegal in any respect under any applicable law, the validity and the legality of the remaining provisions hereof shall not in any way be thereby impaired or affected.

22. Proper Law

Except for matters relating to the practice of law by the Consultant, including the attorney-client relationship between the Government and Consultant, which shall be governed by the rules of the District of Columbia governing the practice of law by Consultant, this Agreement shall be subject to and construed in accordance with the laws of Hong Kong.

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first above written and evidenced by as many copies as there are parties hereto.

SIGNED BY
for and on behalf of the
Hong Kong Government in the
presence of:



Witness: Signature



Name

Stephen Chung

Address

1150 18th St. N.W. Suite 475,
Washington D.C. 20036

Occupation

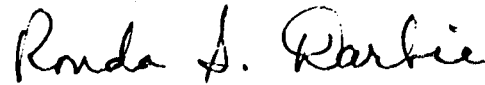
First Secretary
Hong Kong Economic & Trade Office

SIGNED BY



for and on behalf of
Powell, Goldstein, Frazer & Murphy
in the presence of:

Witness: Signature



Name

Ronda S. Darbie

Address 1001 Pennsylvania Ave. N.W., Suite 600
Washington, D.C. 20004

Occupation Legal Secretary